

JUDGE BERMAN

09 CIV 5647

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
TOLGAM ULUSLARARASI DENIZCILIK
ISLETMECILIK VE TASIMACILIK LTD.STI.,

Plaintiff,

-v-

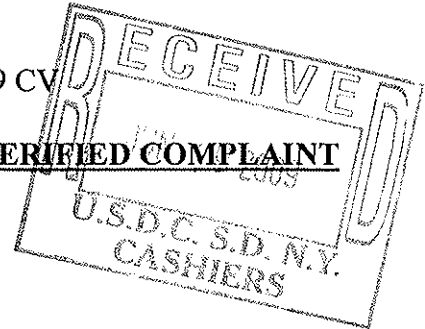
TERRAFEITA INTER-CONTINENTAL BUSINESS SA
and MERAP – MATERIAS DE CONSTRUCAO, LDA

Defendants.
-----X

09 CV 5647 (RMB)

09 CV

VERIFIED COMPLAINT



Plaintiff, TOLGAM ULUSLARARASI DENIZCILIK ISLETMECILIK VE
TASIMACILIK LTD.STI (hereinafter “TOLGAM”), by its attorneys, CHALOS & CO,
P.C., as and for its Verified Complaint against Defendants, TERRAFEITA INTER-
CONTINENTAL BUSINESS SA (hereinafter “TERRAFEITA”) and MERAP –
MATERIAS DE CONSTRUCAO, LDA (hereinafter “MERAP”), alleges upon
information and belief as follows:

JURISDICTION

1. The Court has subject matter jurisdiction by virtue that the underlying
claim herein is an admiralty and maritime claim within the meaning of Rule 9(h) of the
Federal Rules of Civil Procedure and within the admiralty and maritime jurisdiction of
this Court under 28 U.S.C. § 1333.

THE PARTIES

2. At all times material hereto, Plaintiff, TOLGAM, was and still is a foreign
business entity with a principal place of business in Istanbul, Turkey.

3. At all times material hereto, Defendant, TERRAFEITA, was and still is a
foreign business entity with a principal place of business in Maia, Portugal.

4. At all times material hereto, Defendant, MERAP, was and still is a foreign business entity with a principal place of business in Benguela, Angola.

FACTS AND CLAIM

5. On or about April 3, 2009, TOLGAM, as disponent owners of the M/V SELCON, and TERRAFEITA, as charterers, entered into a contract of affreightment for the use of the vessel for the transportation of ten (10) cargoes of cement in sling bags from Antalya to Lobito or Namibe, in receivers' option. *Copies of the Contract of Affreightment and fixture recap are attached hereto as Exhibits "1" and "2", respectively.*

6. This contract of affreightment is a maritime contract.

7. Pursuant to the terms of the charter agreement, TERRAFEITA agreed, among other things, to pay demurrage to TOLGAM at the rate of USD 9,500.00 per day.

8. The parties further agreed to the payment of freight by TERRAFEITA to TOLGAM at a rate of USD 34.00 per metric ton.

9. A bill of lading was issued dated May 24, 2009, naming Defendant MERAP as consignee. *A copy of the Bill of Lading is attached hereto as Exhibit "3".*

10. While loading, the vessel incurred demurrage in the amount of USD 41,569.10. *A copy of the time sheet for the loading port of Antalya is attached hereto as Exhibit "4".*

10. Despite their obligations under the contract of affreightment and the contract of carriage evidenced by the bill of lading, defendants TERRAFEITA and

MERAP have failed to pay for the demurrage accrued during loading and have failed to pay the full balance of freight due and owing to Plaintiff TOLGAM.

11. As a result of Defendants' failure to fulfill their obligations in accordance with the parties' agreement, TOLGAM has sustained damages for unpaid freight and unpaid demurrage in the amount of USD 195,833.74. *A copy of the Final Freight Statement dated June 17, 2009 is attached hereto as Exhibit "5".*

12. Following loading, and despite having earlier nominated Namibe as discharge port, Defendant TERRAFEITA unilaterally requested the vessel to proceed to discharge at Luanda, a port not nominated in the parties' contract.

13. The Vessel is presently anchored off the West African coast and it is estimated that it will remain anchored for at least thirty (30) days, while Plaintiff awaits payment from the Defendants. Detention is currently accruing at the demurrage rate of USD 9,500.00 and, as best as can be presently estimated, Plaintiff TOLGAM will suffer total losses and costs of not less than USD \$280,000.00¹ as a result of remaining anchored off the West African coast.

14. In summary, as a result of the Defendants' failure to fulfill their obligations under the parties' agreement, Plaintiff TOLGAM has sustained damages in the aggregate amount presently estimated to be USD 475,833.74.²

15. Pursuant to the terms of the charter party agreement, which are incorporated into the bill of lading, all disputes arising there under are to be submitted to arbitration with English law to apply. Plaintiff has or shortly will commence arbitration.

¹ 30 days x USD 9,500.00 = USD 285,000.00

² USD 195,833.74 + USD 285,000.00 = USD 475,833.74.

16. This action is brought in order to obtain jurisdiction over Defendants and also to obtain security for Plaintiff's claims and in aid of arbitration proceedings.

17. English law, including but not limited to Section 63 of the English Arbitration Act of 1996, provides that a prevailing party is entitled to interest, costs and legal fees.

18. As best as can now be estimated, the Plaintiff TOLGAM expects to recover the following amounts in arbitration from Defendants TERRAFEITA and MERAP:

A.	Principal claim:	<i>\$ 475,833.74</i>
B.	Estimated interest on Principal claim: 3 years at 7.5%, compounded quarterly	<i>\$ 118,823.48</i>
C.	Estimated attorneys' fees:	<i>\$ 50,000.00</i>
D.	Estimated Arbitration costs:	<i>\$ 50,000.00</i>
	Total Claim	<i>\$ 694,657.22</i>

19. Therefore, TOLGAM's total claim for breach of the maritime contract against Defendants TERRAFEITA and MERAP is in the aggregate USD 694,657.22.

BASIS FOR ATTACHMENT

20. Defendants cannot be found within this district within the meaning of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure, but Defendants are believed to have or will have during the pendency of this action, certain assets, accounts, freights, monies, charter hire, credits, effects, payment for bunkers, goods or services, bills of lading, cargo and the like belonging to, claimed by, or for the benefit of, the Defendants within this District held by various parties, as garnishees, including by not limited to electronic fund transfers.

21. Defendants TERRAFEITA and MERAP are continuously engaged in international shipping and conducts business in U.S. Dollars. Nearly all companies engaged in the international shipping industry transact business in U.S. Dollars and therefore regularly have assets in New York City. Dollars are the *lingua franca* of international commerce.

22. All international U.S. dollar transfers are processed by intermediary banks in the United States, mainly in New York City. The Clearing House Interbank Payment System represents that it processes 95% of those transfers.

23. Plaintiff believes that some of these assets of Defendants TERRAFEITA and MERAP, to wit: accounts; bank accounts; monies; charter hire; credits; debts owed to the defendant; effects; payments for bunkers, cargo, goods or services; debts; unmatured debts; bills of lading; payments from the purchasers of cargoes; freight and/or hire payments to or from owners of vessels, or charterers, to, from, or for the benefit of, Defendants and/or Clearing House Interbank Payment System (CHIPS) credits or funds being transferred through intermediary banks, are located in this District in the possession of garnishees, including: ABN AMRO BANK, American Express Bank, Bank of America, Bank of China, Bank of New York, Bank of Tokyo Mitsubishi UFJ Ltd., Barclay's Bank, BNP Paribas SA, Calyon, Calyon Financial, Inc., Citibank N/A, Credit Suisse Securities (USA) LLC, Deutsche Bank, HSBC (USA), JPMorgan Chase Bank, Mashreqbank, Societe Generale, Standard Chartered Bank, UBS AG, U.S. Bank, Wachovia Bank, and Wells Fargo Bank.

WHEREFORE, Plaintiff prays:

A. That process in due form of law issue against the Defendants, citing them to appear and answer under oath all, and singular, the matters alleged in the Verified Complaint;

B. That since the Defendants cannot be found within the District, as set forth in the Declaration of George M. Chalos (*a copy of which is attached hereto as Exhibit "6"*), and pursuant to Rule B and Rule E of the Supplemental Rules of Certain Admiralty and Maritime Claims, this Court issue an Order directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B and Rule E of the Supplemental Rules for Certain Admiralty and Maritime Claims, attaching all of the Defendants' tangible or intangible property or any other funds held by any garnishees in the district which are due and owing, or other property of, or for the benefit of, the Defendants, up to the amount of **USD 694,657.22** to secure and satisfy the Plaintiff's claims, and that all persons claiming any interest in the same be cited to appear and pursuant to Supplemental Admiralty Rule B and Rule E answer the matters alleged in the Complaint;

C. That Plaintiff may have such other, further and different relief as may be just and proper.

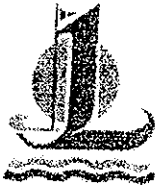
Dated: Oyster Bay, New York
June 19, 2009

CHALOS & CO, P.C.
Attorneys for Plaintiff
TOLGAM ULUSLARARASI
DENIZCILIK ISLETMECILIK VE
TASIMACILIK LTD.STI

By: 

George M. Chalos (GC-8693)
123 South Street
Oyster Bay, New York 11771
Tel: (516) 714-4300
Fax: (516) 750-9051
Email: gmc@chaloslaw.com

EXHIBIT 1



**TOLGAM ULUSLARARASI DENİZCİLİK
İŞLETMECİLİK VE TAŞIMACILIK LTD. ŞTİ.**

FREIGHT CONTRACT

- 1) 10 x 18,000 mton cement in sling bags or big bags of 1.5 in buyer's option ~
each shipment to be 10 pct +/- carrier's option
one shipment in april with 10/25 april to and laycan to be narrowed to 5 days latest
any time between 10/15 april
there after shipment programme to be as below
2 nd shipment 1/15 may
3 rd shipment 15/30 may
4 th shipment 1/15 june
5 th shipment 15/30 june
6 th shipment 1/15 july
7 th shipment 15/30 july
8 th shipment 1/15 august
8 th shipment 15/30 august
10 th shipment 1/15 september

- 2) antalya / lobito or namibe in receivers option always one spsb both ends
charterers guarantee draft minimum 10 meters at discharge port
Definite discharge port to be declared on signing bill of lading.

- 3) 8/20 april shipment (to be narrowed to 5 days latest by 8 th apr.)

- 4) Freight rate to be usd 34.00 per mton flos lashed /secured/dunnagen

- 5) freight to be deemed earned non returnable ship and or cargo lost or not lost on signing
bills of lading freight will be paid 15 pct in advance before vessel arrives to load port and
balance 85 pct to owners tanker with value date 5 banking days after the documents will
reach to fortis bank portugal/lisbon but in any case the balance freight has to be paid latest 10
calendar days after vessel sails from load port. bill of lading marked as " freight payable as
per charter party " for the fixtures after the 1st fixture charterers will try their best to increase
the 15 pct down payment to 50 pct payment.
the first shipment will be trial shipment and if owners will not be satisfied with payment terms
of the charterers they will have the right to cancel the rest of this charter agreement without
any responsibility for the owners

- 6) bill of lading to be marked as " freight payable as per charter party " and " clean on board "
master /carrier /owner are not responsible for the weight of the bags or the quality of the
cargo. if master will not find any cargo in good and solid condition he will have the right to
refuse to load same and shippers and charterers are oblige to replace this cargo with cargo
which is in good and solid order and accepted by the master
if there will be no original bill of lading at discharge port on vessel's arrival cargo will be
discharged Against L.O.F. (letter of indemnity in p and i form) signed by the buyer
Master/owner not to be responsible for any damage claim after the cargo leaves the vessel

- 7) Performing vsl to be max 30 yrs age geared min 3 x 10 mtons fully classed and p and i
covered owners to make sure that vessels hatch covers to be water tight and holds to be
clean. Performing vsl to be declared latest together with 5 days notice to load port

- 8) Loading 5000mt shinch per ww day of 24 cons hrs

- 9) Discharging 1700 mtons per wwday sshe ex du if used actual time used to count in full

- 10) Demurrage usd \$500 per day pro rata demurrage payable by the charterers for both ends

**TOLGAM ULUSLARARASI DENİZCİLİK
İŞLETMECİLİK VE TAŞIMACILIK
LTD. ŞTİ.**

5. Gazeteciler Sokakı 2. Kat Kat: Etiler, Beşiktaş / İstanbul - Turkey
Tel: 0212 263 98 55 (Fax): Etiler 0212 263 98 55

within maximum 20 days after owners will present the time sheets and the statement of facts and demurrage invoice

11) Free despatch at both ends

11) Taxes dues on freight at load port only and vessel to be owner's account

12) Taxes dues on cargo and freight if any and all port expenses of the vessel except the personal expenses of the crew and owners such as provisions supplies/doctor assistance/crew transfer expenses and similar at discharging port including any commission on freight and agency fees and any other fee to be paid to the discharge port agents to be charterer's account and to be paid directly by the charterers to the agents and/or to the port. Any war risk premium or any extra insurance due to the age and/or flag and/or ownership of the vessel on cargo to be buyer's account

13) Vessel to be free of any extra insurance on cargo due to the age and/or flag and/or ownership of the vessel

14) All lashing/securing/dunnaging for the slings at load port as per master's request to be performed by charterers and/or shippers free of charge to the vessel cargo to be stowed as per master's stowage plan

15) All unlashings/removing dunnage at discharging port to be done by charterers/receivers

16) All time used for lashing/unlashing/securing/dunnaging/dunnage removal to be counted as laytime

17) Owner to use their own agents at load port namely KARDEN SHIPPING AGENCY at discharge port owner's to use the agents nominated by the charterers

18) Any war risk premium on cargo if any to be paid by charterers.

19) At load port Time counting to commence at 14.00 hrs if notice of readiness tendered between 08.00/12.00 hrs and at 0800 hrs on next day if same tendered after 12.00 hrs and also if tendered between 00.00/07.59 hrs

20) At load port Master can tender notice of readiness any time 7 days a week

21) At discharging port time counting to commence at 14.00 hrs if not is tendered between 0800-12.00 hrs if afternoon of same day is a holiday or if not tendered between 12.01/18.00 hrs time commence to count at 0800 hrs on next working day.

22) Master can tender notice at discharging port only between 0800-1800 hrs between Monday to Friday and 0800-1200 hrs on Saturday.

23) At discharge port time from Saturday 12.00 until 0600 hrs on Monday not to count unless used if used actual time used to count in full

24) Demurrage to be paid by charterers for each voyage within maximum 10 days after owners presenting the time sheets and statement of facts for both ends

25) Vessel's holds to be swept/clean/free of remainder of any previous cargo on tendering Notice of readiness in case holds will not be founded in good condition shippers have the right to refuse the N.O.R. shippers have to reinspect the holds upon master's invitation and time will commence to count only after acceptance of the holds.

26) Vessel to give all cranes/derricks on board free of use to the charterer at both ends winchmen to be supplied by charterers at both ends Tally men and tally cost to be charterer's account at both ends

TOLGA M. KURBANISAN
ISLEHOLMVE TACIMACHIN
LIMITED SİRKETİ

27) other details to be as per ammgenson 1994 proforma op

28) both to blame collision/ war risk / paramount clauses / hampour rules to be applied to this charter party and forms of it

29) arbitration if any to be settled as per english arbitration law and rules with sides to appoint their arbitratres and these two to appoint the final arbitrator whose decision to be binding for both sides. for any amount less than 100.000 usd the quick(fast) arbitration procedure to be flowed.

30) general average to be settled as per york anvers rules

31) charterer to supply each vessel with min 500 empty bags free of charge to the owners

32) stowage of the cargo in holds and discharge of the cargo to be effected as per master's instructions and cargo stowage and discharge plans

33) stewadoces damages if any to any part of the vel to be settled directly by tghe stewadoces but charterers to remain responsible for the cost of repaires and time lost for such repaires if same is not settled by stewadoces. however owners must inform charterers within maximum 24 hrs after such a damage happens

34) owners to be responsible for only number of slings loaded and not to be responsible for number of bags and weigh of bags/slings and or the quality of the cargo

35) Company Name: Terrafeta Inter-Continental Business S.A.

Company Address: Rua Barao S. Januario, N°33/ 54 - 4470-473 Maia | Portugal

Telephone Number: +351 229 965 779

Fax Number: +351 229 967 147

Email: comercial@terrafeta.pt

Vat Number: 507463609

Banking Details:

Bank Name: FORTIS BANK - SUCURSALE EM PORTUGAL

Bank Address: Rua Alexandre Herculano, n° 50 - 6° andar
1250 - D11 LISBOA

Account Name: Terrafeta Inter-Continental Business S.A

Account Number: 4558574102 (USD)

IBAN: PT50 0029 0002 04558574102 43 (USD)

Swift Code: GEBAPTEL

Bank Officer: Eduardo Sequeira

Email: eduardo.sequeira@fortis.com

Phone: 00 351 225 432 821

Fax : 00 351 225 432 820

Carrier:

Charterer:

tolgarm shipping of istanbul turkey.

Terrafeta Inter-Continental business SA
portugal

TOLGARM ULUSLARARASI DENIZCILIK
ISLETME VE TASIMACILIK
LIMITED SIRKE

EXHIBIT 2

NN

-----Original Message-----

From: Marvel Yonetim
Sent: Friday, April 03, 2009 10:33 PM
To: 'Comercial_Terrafeita'
Subject: RE: contract

Gd days

We can agree for the caro to be cement in Sling Bags or Big Bags cement

But we can not agree repeat can not agree'' for the payment clause cause the sea freighth must be paid withün maxümum 3 days after sügning and relasing of the bill of ladings

This üs the general freighth payment clauese and is imperative.we can conclude the contract only when we got your confirmatiion for the freighth

Payment as per our clause 5 for the freighth payment

Regards

Marvel

Lebent karacelik

-----Original Message-----

From: Comercial_Terrafeita [mailto:comercial@terrafeira.pt]
Sent: Friday, April 03, 2009 8:35 PM
To: Marvel Yonetim
Cc: jpaulo@terrafeira.pt; goksel.aybek@ascimento.com.tr; ugur_akkurt@yahoo.com
Subject: FW: contract

Dear Marvel,

Please check the final changes (in yellow) sent bellow.

Thank you very much.

Best Regards.

Christina Rocha

Terrafeita Inter-Continental Business S.A.
Rua Barao S. Januario, NT33/ 54
4470-473 Maia | Portugal

skype comercial.terrafeira

phone [+351] 229 965 779

fax [+351] 229 967 147

<<http://www.terrafeira.pt/>> <http://www.terrafeira.pt>

De: Marvel Yonetim [mailto:yonetim@marvel.com.tr]

Enviada: sexta-feira, 3 de Abril de 2009 17:32

Para: comercial@terrafeira.pt; ugur_akkurt@yahoo.com; akkurtugur@gmail.com;
goksel.aybek@ascimento.com.tr

Assunto: FW: contract

Kind att ms roch

We are resending

Pls confórm clean

Cc mr ugur

Cc mr goksel

Gd day again

We got your confirmation.

So pls to avoid any misunderstanding let us ave your confirmation for the below.

1)10 x 18.000 mton cement in Sling Bags or Big Bags cement 10 pct +/- carrier's option

one shipment in april with 8 / 20 april lc and laycan to be narrowed to 5 days latetst by

8 april

there after sh,ipment progtramme to be as eblow

2 nd shipment 1/15 may

3 rd shipment 15/30 may

4 th shipment 1/15 june

5 th shipment 15/30 june

6 th shipment 1/15 july
7 th shipment 15/30 july
8 th shipment 1/15 august
9 th shipment 15/30 august
10 th shipment 1/15 september

2)antalya / lobito or namibe in receivers option always one spsb both aaaa both ends

charterers guarantee drft minimum 10 meters at discharge port.

Definite discharge port to be declared on signing bill of lading.

3)8/20 april shipment (to be narrowed to 5 days latest by 8 th april)

4)Freight rate to be used 34.00 per mton fms lashed /secured/dunnaged

5)freight to be deemed earned non returnable ship and or cargo lost or not lost on signing bills of

lading. freight will be paid 100 pct to owners banker with value date maximum 5 banking days after

all documents arrive to Fortis Bank in Portugal.

6)bill of lading to be marked as '' freight payable as per charter party ''and '' clean on board ''

master /carrier /owner are not responsible for the weight of the bags or the quality of the cargo.

if master will not find any cargo in good and solid condition he will have the right to refuse to load

Same and shippers and charterers are obliged to replace this cargo with cargo which is in good and

solid order and accepted by the master.

if there will be no original bill of lading at discharge port on vessel's arrival cargo will be discharged

Against L.O.I (letter of indemnity in p and u form) signed by the buyer.

Master/owner not to be responsible for any damage claim after the cargo leaves the vessel.

7)Performing vessel to be max 30 yrs age geared min 3 x 10 mtons fully classed and p and u covered

owners to make sure that vessels hatch covers to be water tight and holds to be clean.

Performing vessel to be declared latest together with 5 days notice to load port

8)Loading 5000mt shinch per ww day of 24 cons hrs

9)Discharging 1700 mtons per wwdayshex uu if used actual time used to count in full. It is necessary to give a free time of 3 days to clear custom service at the unloading port.

10)Demurrage usd 9500 per day pro rata .demurrage payable by the charterers for both ends

within maximum 20 days after owners will present the time sheets and the statement of facts and

demurrage invoice.

11)Free despatch all ends

11)Taxes dues on freight at load port only and vessel to be owner's account

12)Taxes dues on cargo and freight if any and all port expenses of the vessel except the personal

expenses of the crew and owners such as provisions supplies/doctor assistance/crew transfer

expenses and similar at discharging port including any commission on freight and agency fees and

any other fee to be paid to the discharge port agents to be charterer's account and to be paid

directly by the charterers to the agents and or to the port.

Any war risk premium or any extra insurance due to the age and or flag and or ownership of the

vessel on cargo to be buyer's account

13)Vessel to be free of any extra insurance on cargo due to the age and or flag and or ownership of

the vessel

14)All lashing/securing/dunnaging for the slings at load port as per master's request to be performed

by charterers and or shippers free of charge to the vessel.cargo to be stowed as per master's stowage

plan.

15)All unlashings/removing dunnage at discharging port to be done by charterers/receivers

16)All time used for lashing/unlashing/securing/dunnaging/dunnage removal to be

counted as laytime

17) Owner to use their own agents at load port namely 'KARDEN SHIPPING AGENCY'
at discharge port owner's to use the agents nominated by the charterers.

18) Any war risk premium on cargo if any to be paid by charterers

19) At load port Time counting to commence at 14.00 hrs if notice of readiness
tendered between

08.00/12.00 hrs and at 0800 hrs on next day if same tendered After 12.00
hrs and also if tendered

between 00.00/07.59 hrs

20) At load port Master can tender notice of readiness any time 7 days a week

21) At discharging port time counting to commence at 14.00 hrs if not is
tendered between 0800-

12.00 hrs .if afternoon of same day is a holiday or if not tendered
between 12.01/18.00 hrs time

commence to count at 0800 hrs on next working day.

22) Master can tender not at discharging port only between 0800-1800 hrs
between Monday to Friday

and 0800-1200 hrs on Saturday..

23) At discharge port time from Saturday 12.00 until 0800 hrs on Monday not to
count unless used if

used actual time used to count in full

24) Demurrage to be paid by charterers for each voyage within maximum 10 days
after owner

presenting the time sheets and statement of facts for both ends

25) Vessel's holds to be swept/clean/free of remainder of any previous cargo
on tendering Notice of

readiness. in case holds will not be found in good condition shippers
have the right to refuse

the N.O.R .shippers have to reinspect the holds upon master's invitation
and time will commence

to count only after acceptance of the holds.

26) Vessel to give all cranes/derricks on board free of use to the charterer at

both ends. winchmen to be

supplied by charterers at both ends.

Tally men and tally cost to be charterer's account at both ends

27) other details to be as per amm gencon 1994 proforma cp

28) both to blame collision/ was risk / paramount clauses / hamburg rules to be applied to this charter

party and forms of it.

29) arbitration if any to be settled as per english arbitration law and rules. both sides to appoint arbitrator

arbitrators and these two to appoint the final arbitrator whose decision to be binding for both

sides.

for any amount less than 100.000 usd the quick(fast) arbitration procedure to be followed.

30) general average to be settled as per york anvers rules.

31) charterer to supply each vessel with min 500 empty bags free of charge to the owners.

32) stowage of the cargo in holds and discharge of the cargo to be effected as per master's

instructions and cargo stowage and discharge plans.

33) stevedore damages if any to any part of the vessel to be settled directly by the stevedores but

charterers to remain responsible for the cost of repairs and time lost for such repairs if same is

not settled by stevedores. however owners must inform charterers within maximum 24 hrs after

such a damage happens.

34) owners to be responsible for only number of slings loaded and not to be responsible for number of

bags and weight of bags/slings and or the quality of the cargo.

Carrier:

charterer:

tolgam shipping of istanbul turkey.
énter Continental business SA

Terrafeita

portugal

EXHIBIT 3

CODE NAME "CONGENBILL" EDITION 1994

page 2

Shipper
AS CIMENTO SAN. VE TICA.S.
ICERIOVA ALAN MEVKII KIZILKAYA KASABASI
BUCAK BURDUR-TURKIYE

OCEAN
BILL OF LADING B/L No 1
TO BE USED WITH CHARTER-PARTIES
Reference No

Consignee
MERAP - MATERIAIS DE CONSTRUCAO, LDA.
RUA SACADURA CABRAL, 74
BENGUELA - ANGOLA
VAT NUMBER: 5417054194

Notify address
MERAP - MATERIAIS DE CONSTRUCAO, LDA.
RUA SACADURA CABRAL, 74
BENGUELA - ANGOLA
VAT NUMBER: 5417054194

ORIGINAL

Vessel Port of loading
MV SELCON ANTALYA TURKEY

Port of discharge
ONE ANGOLA PORT

Shipper's description of goods	Number of Pieces	Nett Weight	Gross weight
9 263 SLING BAGS CONTAINING 1 ME KG EACH OF CEMENT TYPE CEM II 42.5 R CONFORMING TO IS EN 197-1:2000 277.890 PIECES OF CRAFT PAPER MANUFACTURER "ASCIMENTO SAN VE TICA.S ICERIOVA ALAN MEVKII BUCAK BURDUR- TURKEY"	9263 SLING BAGS	13 894,600 MT	13 974 254 MT

- CLEAN ON BOARD
- FREIGHT PAYABLE AS PER CHARTER PARTY

(of which N O N E on deck at shipper's risk, the Carrier not
being responsible for loss or damage howsoever arising)

Freight payable as per
CHARTER-PARTY dated

FREIGHT ADVANCE
Received on account of freight

SHIPPED at the port of loading in apparent good order and
Condition on board the vessel for carriage to the
Port of Discharge or so near thereto as she may safely get the
goods specified above

Weight, measure, quality, quantity, condition, contents and
value unknown

IN WITNESS whereof the Master or agent of the said Vessel has
signed the number of Bills of Lading indicated below all of this
tenor and date any one of which being accomplished the others
shall be void

FOR CONDITIONS OF CARRIAGE SEE OVERLEAF

Time used for loading days hours

Freight payable at AS PER CHARTER PARTY	Place and date issue ANTALYA, 24 MAY 2009
Number of original B/L 3 / THREE	Signature KARDEN SHIPPING AGENCY TRADING INC CO ON BEHALF OF MASTER OF MV SELCON SHIPPING AGENCY TRADING INC. CO.

EXHIBIT 4

17/06/09

TIME SHEET

VESSEL : SELCON

LAYTIME: [25/05/09] 50/09 ,ANTALYA /ANGOLA , C/P DATE: 25/05/09

CALCULATION TYPE: Non-Reversible

PORT: [1] ANTALYA

Loading

Vessel Arrival : 16/05/09 04:00 Sat
NOR tendered: 16/05/09 04:00 Sat

Clause to Apply: FRI 12/SUN 08

Time to count

commenced : 16/05/09 14:00 Sat

completed : 24/05/09 03:00 Sun

Date	Day	From	Until	Event	Count	Laytime	Total L/T
16/05/09	Sat	14:00	24:00	Time to count	1/ 1	10:00	00:10:00
17/05/09	Sun	00:00	08:00	Weekend	0/ 1	00:00	00:10:00
		08:00	24:00	Time to count	1/ 1	16:00	01:02:00
18/05/09	Mon	00:00	15:50	Time to count	1/ 1	15:50	01:17:50
		15:50	16:45	BERTHING	0/ 1	00:00	01:17:50
		16:45	24:00	Time to count	1/ 1	07:15	02:01:05
19/05/09	Tue	00:00	17:59	Time to count	1/ 1	17:59	02:19:04
		17:59	24:00	VESEL ON DEMURRAGE	1/ 1	06:01	03:01:05
20/05/09	Wed	00:00	24:00	Time to count	1/ 1	24:00	04:01:05
21/05/09	Thu	00:00	24:00	Time to count	1/ 1	24:00	05:01:05
22/05/09	Fri	00:00	12:00	Time to count	1/ 1	12:00	05:13:05
		12:00	24:00	Weekend	1/ 1	12:00	06:01:05
23/05/09	Sat	00:00	24:00	Weekend	1/ 1	24:00	07:01:05
24/05/09	Sun	00:00	03:00	Weekend	1/ 1	03:00	07:04:05

	D : H : M
Time Allowed: +	02:19:04
Time Used:	07:04:05
Time Left (-Lost): -	04:09:01

DEMURRAGE AT THE RATE OF USD 9,500.00 PER DAY = USD 41,569.10

EXHIBIT 5

17/06/2009

Final Freight Statement

Vessel : SELCON

Laytime: [25/05/09] 50/09 ,ANTALYA /ANGOLA C/P Date: 25/05/09

Charterers: TERRAFEITA

Currency: USD

Cargo Description: CEMENT

Cargo Quantity: 13,974.25 MTS

<u>DESCRIPTION</u>	<u>DEBIT (USD)</u>	<u>CREDIT (USD)</u>
FREIGHT @ USD 34.00 PER MTS		475.124,64
FREIGHT COMMISSION (0.00%)		
DEMMURRAGE AT LOADING		41.569,10
ALREADY PAID BY CRTRS	70.860,00	
ALREADY PAID BY CRTRS	250.000,00	
TOTALS:	320.860,00	516.693,74
BALANCE IN OWNERS' FAVOUR	195.833,74	

EXHIBIT 6

JUDGE PERMAN

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

09 CIV 5647

-----X
TOLGAM ULUSLARARASI DENIZCILIK
ISLETMECILIK VE TASIMACILIK LTD.STI.,

Plaintiff,

-v-

09 CV

ATTORNEY'S DECLARATION
THAT DEFENDANTS
CANNOT BE FOUND
WITHIN THE DISTRICT

TERRAFEITA INTER-CONTINENTAL
BUSINESS SA, and MERAP – MATERIAS
DE CONSTRUCAO, LDA,

Defendants.

-----X

This declaration is executed by **George M. Chalos, Esq.**, counsel for the Plaintiff,
TOLGAM ULUSLARARASI DENIZCILIK ISLETMECILIK VE TASIMACILIK LTD.STI., in
order to secure the issuance of a Summons and Process of Maritime Attachment and
Garnishment in the above-entitled, in personam, Admiralty cause.

Pursuant to 28 U.S.C. §1746, **George M. Chalos, Esq.**, declares under the penalty of
perjury:

I am a Member of the firm of CHALOS & CO, P.C., attorneys for Plaintiff in the above
referenced matter.

I am familiar with the circumstances of the Verified Complaint, and I submit this
declaration in support of Plaintiff's request for the issuance of Process of Maritime Attachment
and Garnishment of the property of the defendants, TERRAFEITA INTER-CONTINENTAL
BUSINESS SA, and MERAP – MATERIAS DE CONSTRUCAO, LDA, pursuant to Rule B of
the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil
Procedure.

I have personally inquired or have directed inquiries into the presence of the defendants in this District.

I have personally checked with the office of the Secretary of State of the State of New York, using the Secretary of State's Division of Corporations database, and I have determined that, as of June 19, 2009, the defendants have not incorporated pursuant to the laws of New York, and have not nominated any agent for the service of process within the Southern District of New York.

I have inquired of Verizon Telephone Company whether the defendants can be located within this District. The Verizon Telephone Company has advised me that the defendants do not have any telephone number listings within this District.

I have further consulted with several other telephone directories on the internet, and I have found no separate telephone listings or addresses for the defendants within this District.

I have engaged in a Google search as to whether the defendants can be located within this District. The Google search results did not provide any information that defendants are found in this District.

I am unaware of any general or managing agent(s) within this District for the defendants.

In that I have been able to determine that the defendants have not appointed an agent for service of process within the Southern District of New York and that I have found no indication that the defendants can be found within this District for the purposes of Rule B, I have formed a good faith belief that the defendants do not have sufficient contacts or business activities within this District and do not have any offices or agents within this District to defeat maritime attachment under Rule B of the Supplemental Rules for Admiralty and Maritime Claims as set forth in the Federal Rules of Civil Procedure.

It is my belief, based upon my own investigation that the defendants cannot be found within this District for the purposes of Rule B of the Supplemental Rules of Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure.

Dated: Oyster Bay, New York
June 19, 2009

CHALOS & CO, P.C.
Attorneys for Plaintiff
TOLGAM ULUSLARARASI DENIZCILIK
ISLETMECILIK VE TASIMACILIK LTD.STI.,

By: 

George M. Chalos (GC-8693)
123 South Street
Oyster Bay, New York 11771
Tel: (516) 714-4300
Fax: (516) 750-9051
Email: gmc@chaloslaw.com

JUDGE PERMAN

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

09 CIV

5647

-----X
TOLGAM ULUSLARARASI DENIZCILIK
ISLETMECILIK VE TASIMACILIK LTD.STI.,

Plaintiff,

09 CV

-v-

**VERIFICATION OF
COMPLAINT**

TERRAFEITA INTER-CONTINENTAL BUSINESS SA,
and MERAP – MATERIAS DE CONSTRUCAO, LDA
Defendants.

-----X
Pursuant to 28 U.S.C. §1746, GEORGE M. CHALOS, Esq., declares under the penalty of
perjury:

1. I am a Member of the law firm of CHALOS & CO, P.C., counsel for the Plaintiff,
TOLGAM ULUSLARARASI DENIZCILIK ISLETMECILIK VE TASIMACILIK LTD.STI.,
herein;

2. I have read the foregoing Verified Complaint and know the contents thereof; and

3. I believe the matters to be true based on documents and information obtained
from employees and representatives of the Plaintiff through its agents, underwriters and
attorneys.

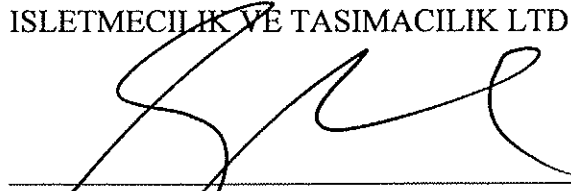
4. The reason that this verification was made by deponent and not by the Plaintiff is
because Plaintiff is a foreign corporation, whose officers are not in this district, and whose
verification cannot be obtained within the time constraints presented by the circumstances of this
case.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: Oyster Bay, New York
June 19, 2009

CHALOS & CO, P.C.
Attorneys for Plaintiff
TOLGAM ULUSLARARASI DENIZCILIK
ISLETMECILIK VE TASIMACILIK LTD.STI.,

By:



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